UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	**CRIMINAL COMPLAINT**
v.	:	
JOHN GUARINI	:	Mag. No. 09-8133 (MCA)

I, Robert J. Cooke, being duly sworn, state the following is true and correct to the best of my knowledge and belief.

From in or about July 2007 to in or about May 2008, in Hudson County, in the District of New Jersey and elsewhere, defendant

JOHN GUARINI

did knowingly and willfully attempt to obstruct, delay, and affect interstate commerce by extortion under color of official right, by accepting and agreeing to accept corrupt payments that were paid by another, with that person's consent for his and others' benefit in exchange for his and others' official assistance.

In violation of Title 18, United States Code, Sections 1951(a) and 2.

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

SEE ATTACHMENT A

continued on the attached page and made a part hereof.

Robert J. Cooke

Robert J. Cooke, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
July 21, 2009, at Newark, New Jersey

HONORABLE MADELINE COX ARLEO
UNITED STATES MAGISTRATE JUDGE

Signature of Judicial Officer

ATTACHMENT A

I, Robert J. Cooke, am a Special Agent with the Federal Bureau of Investigation ("FBI"). I have personally participated in this investigation and am aware of the facts contained herein, based upon my own investigation, as well as information provided to me by other law enforcement officers. Because this Attachment A is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of the investigation. Statements attributable to individuals contained in this Attachment are related in substance and in part, except where otherwise indicated. All contacts discussed herein were recorded, except where otherwise indicated.

1. At all times relevant to this Complaint, defendant JOHN GUARINI (hereinafter, "defendant GUARINI") served as a Building Inspector for the City of Jersey City. As a Building Inspector, defendant GUARINI was responsible for, among other things, performing inspections and certifying buildings for compliance with pertinent federal, state, and local standards, codes, regulations and procedures including zoning standards. Defendant GUARINI also was a 2006 candidate for the United States House of Representatives in New Jersey's 13th congressional district, which covers parts of Newark and parts of the Hudson, Middlesex, and Union counties. Defendant GUARINI became a Taxi Inspector in or about July 2008.

2. At all times relevant to this Complaint, there was a cooperating witness (the "CW") who had been charged with bank fraud in a federal criminal complaint in May 2006. Thereafter, for the purposes of this investigation conducted by the FBI, the CW posed as a real estate developer interested in development in the greater Jersey City area. The CW represented that the CW did business in numerous states, including New York and New Jersey, and that the CW paid for goods and services in interstate commerce.

3. At all times relevant to this Complaint, there was a real estate developer based in Hudson County (hereinafter "HC Developer").

4. At all times relevant to this Complaint, there was an official ("JC Official 2") with the Jersey City Department of Health and Human Services and a member of the Jersey City Zoning Board of Adjustment (the "Zoning Board").

A. Defendant GUARINI's Corrupt Conduct On Or About July 11, 2007

5. On or about July 10, 2007, the CW met with HC Developer at HC Developer's place of business in Union City, New Jersey. During this meeting, HC Developer explained to the CW that HC Developer had arranged for the CW and HC Developer to make a corrupt cash payment to defendant GUARINI in exchange for zoning approvals for properties that the CW and HC Developer wished to develop. During this same meeting, HC Developer acknowledged to the CW that HC Developer had made corrupt cash payments to defendant GUARINI in the past in exchange for defendant GUARINI's development approvals and other official assistance.

6. On or about July 11, 2007, the CW met with HC Developer at HC Developer's place of business in Union City. During that meeting, HC Developer explained to the CW that HC Developer would accompany the CW to meet with defendant GUARINI and that HC Developer would take defendant GUARINI to the boiler room in the building where the meeting would take place.

7. On or about July 11, 2007, defendant GUARINI, the CW and HC Developer met at a building that HC Developer owned in Jersey City. After entering the building, defendant GUARINI was informed by HC Developer that the CW was interested in developing properties in Jersey City, but was looking for a "comfort level" on "zoning" and other matters. Defendant GUARINI responded, "You're not gonna have any problem with anything with me . . . whatever we have to do, I can get it done." Then, defendant GUARINI explained that he could help the CW gain approval for more units in a particular building: "Worst-case scenario . . . we have to put in for a variance . . . go before the Board of Adjustment, we present the set of plans, the whole bit, but I get the blessing from everybody up above for that to go through."

8. As HC Developer stepped into the building's boiler room, defendant GUARINI and the CW continued their meeting. Defendant GUARINI then accepted $20,000 in cash from the CW with defendant GUARINI being advised by the CW that defendant GUARINI had "got there 20 [meaning $20,000]." Defendant GUARINI was advised by the CW that the $20,000 was "on deposit" and that there would be additional payments in exchange for defendant GUARINI's future official assistance. Defendant GUARINI was further advised by the CW, "Take care of me, I'll take care of you." Indicating that he was comfortable with the corrupt relationship, defendant GUARINI replied, "Absolutely." Defendant GUARINI further stated that he was "around all the time" and supplied the CW with his cell phone number. Defendant GUARINI

then briefly met with HC Developer in the boiler room. To create the pretext of an inspection, defendant GUARINI stated, "Everything looks good here," as he began to leave the building.

B. Defendant GUARINI's Corrupt Conduct On Or About March 10, 2008

9. On or about March 10, 2008, defendant GUARINI met the CW on Montgomery Street in Jersey City, New Jersey. During the meeting, defendant GUARINI entered the CW's vehicle and discussed the corrupt arrangement between the CW and defendant GUARINI. Among other things, defendant GUARINI was advised by the CW that the CW was about to enter into a multi-million dollar real estate contract to develop a 25-story residential building located on Garfield Avenue in Jersey City (the "Garfield Property"). Defendant GUARINI further was advised by the CW that the CW had previously completed a real estate transaction in West New York, but that the CW lost a significant amount of money there because he "didn't know anyone." With respect to the Garfield Property, defendant GUARINI was informed by the CW that the CW did not "want to be stupid" in Jersey City," that "money is not a problem" and that the CW did "not mind doing like I did [referencing the CW's prior payment to defendant GUARINI]." In response, defendant GUARINI stated "okay."

10. In return for corrupt payments, defendant GUARINI stated, "I can have a meeting with somebody concerning what you, what you want done and get an answer from him right then and there." Defendant GUARINI further agreed with the CW to "be careful" when calling the CW on the telephone and to refer to the corrupt payments between defendant GUARINI and the CW as "invitations." Defendant GUARINI also told the CW that "we're not gonna do nothin' illegal," but then agreed that after receiving what the CW referred to as "the grease" [referring to the corrupt payments] that he would "get [the CW] an answer" [regarding the CW's concerns about the Garfield Property].

C. Defendant GUARINI's Corrupt Conduct On Or About March 26, 2008

11. On or about March 26, 2008, defendant GUARINI met with the CW at a diner in Bayonne, New Jersey. During the ensuing meeting, defendant GUARINI accepted an envelope from the CW containing $10,0000 in cash. As he accepted this cash, defendant GUARINI was advised by the CW "this here is $10,000" and the payment was "for Garfield" [referring to defendant GUARINI's official assistance in connection with the Garfield Property] and another project that the CW wanted to speak with defendant

GUARINI about.

12. During this meeting, defendant GUARINI explained to the CW that JC Official 2 would be joining the meeting because JC Official 2 was a member of the Zoning Board and could assist the CW with the CW's development interests in Jersey City. Before JC Official 2 arrived for the meeting, defendant GUARINI was advised by the CW that the CW had "another . . . envelope" in his car with "10 [meaning $10,000]" for JC Official 2. In response, defendant GUARINI raised his right hand off the table as if advising the CW to be careful. Defendant GUARINI was then advised by the CW that the CW would "give it [meaning the envelope for JC Official 2] to [defendant GUARINI] after the meeting." Defendant GUARINI assured the CW that he "would take care of everything" and that JC Official 2 was "on board" and would assist the CW with the CW's development related needs in Jersey City.

13. After JC Official 2 arrived at the meeting, defendant GUARINI, JC Official 2 and the CW discussed the CW's interest in real estate development in Jersey City. At the end of the meeting, defendant GUARINI and JC Official 2 were advised by the CW that the CW would give defendant GUARINI the envelope so that there would not be any "problems."

14. After defendant GUARINI, JC Official 2 and the CW exited the diner, the meeting continued in a parking lot outside the diner. At that time, in the presence of JC Official 2, defendant GUARINI accepted a second envelope from the CW containing $10,000 in cash to pass on to JC Official 2.

C. Defendant GUARINI's Corrupt Conduct On Or About April 10, 2008

15. On or about April 10, 2008, defendant GUARINI met with the CW at a pub in Jersey City. During the ensuing meeting, defendant GUARINI explained to the CW that a property on Ocean Avenue in Jersey City was for sale (the "Ocean Avenue Property"), and that the Ocean Avenue Property had already been approved for 42 residential units. The CW then asked defendant GUARINI if "with you I can get like 80 or 100 units"? Defendant GUARINI responded, "I think we can get 80 units without a problem."

16. Shortly after this exchange, defendant GUARINI accepted another $10,000 from the CW with defendant GUARINI being informed by the CW that "this here is another 10 big ones; that's for today's meeting" and "on account of Garfield" [referring to defendant GUARINI's official assistance in connection with the

Garfield Property]. When accepting the $10,000 from the CW, defendant GUARINI stated, "You're gonna need me for everything."

C. Defendant GUARINI's Corrupt Conduct On Or About May 8, 2008

17. On or about May 8, 2008, defendant GUARINI and JC Official 2 met with the CW at a restaurant in Jersey City. While defendant GUARINI was in the men's room, the CW asked JC Official 2 whether defendant GUARINI had given JC Official 2 the envelope discussed in paragraph 14 above. In response, JC Official 2 stated that defendant GUARINI had not given JC Official 2 that envelope.

18. The CW then entered the men's room and spoke with defendant GUARINI outside of the presence of JC Official 2. During this meeting, defendant GUARINI claimed that he had provided the envelope discussed in paragraphs 14 and 17 above to JC Official 2.